Terms & Conditions

Effective: May 23, 2025

Introduction

These Terms and Conditions ("Terms") govern your use of TimasDev's services and website. By accessing or using our services, you agree to be bound by these Terms.

Services

We provide web development, digital branding, and related online business services. The scope of each service is outlined in the chosen package or custom agreement.

Client Responsibilities

As a TimasDev client, you agree to:

- Provide Complete & Timely Inputs: Supply accurate text, images, logins, and other materials needed to execute the project, and deliver them on or before the deadlines we establish together.
- Respond Promptly: Acknowledge questions, feedback requests, and approval checkpoints within a reasonable timeframe so the project can stay on schedule.
- Review & Approve Deliverables: Examine drafts and finished work promptly; your written approval indicates acceptance of the deliverable as meeting the agreed scope.
- Payment Accuracy (Zelle) – Client is solely responsible for sending Zelle payments to the correct address. Funds sent to an incorrect recipient remain the client's liability, and payment is still considered outstanding until TimasDev receives it.

- Acceptance Period – A deliverable will be deemed accepted if no written feedback or revision request is received within seven (7) calendar days of delivery.
- Meet Content & Payment Deadlines: Understand that missed content, feedback, or payment deadlines may pause the project or incur additional fees and schedule extensions.
- Indemnify TimasDev: Defend, indemnify, and hold TimasDev harmless from any third-party claims (e.g., intellectual-property or privacy violations) arising from content or instructions you provide or from your use of the completed project.
- Legal & Accessibility Compliance: Ensure that all content and business practices comply with applicable laws and regulations—including accessibility (ADA), data privacy (GDPR/CCPA), and industry-specific requirements—unless you have contracted TimasDev for compliance services.
- Tax Responsibility: Pay any sales, VAT, or similar taxes associated with the project; TimasDev is not responsible for your tax obligations.
- Non-Solicitation of Staff: Refrain from hiring or directly soliciting TimasDev employees or contractors for a period of 12 months after project completion without our written consent.
- Payment Enforcement Costs – If TimasDev must engage a collection agency or legal counsel to recover overdue fees, the client agrees to reimburse all reasonable collection costs and attorneys' fees.
- Confidentiality / NDA – Keep confidential any non-public or proprietary information shared by TimasDev, except where disclosure is required by law; TimasDev will do the same for your confidential information.
- No Copycat Business & Data Confidentiality – For 12 months after project completion, client agrees not to replicate or resell TimasDev's proprietary workflows, documents, or trade secrets. Any TimasDev materials shared with the client must remain confidential unless we grant written permission to disclose.

Payment & Refunds

Payment is due in full or according to the agreed installment plan before we begin project work. Once work commences, payments become non-refundable, as we've allocated resources and potentially declined other projects. In exceptional cases, partial refunds up to 50% of the paid amount may be considered at our sole discretion. For installment plans, payments must be made via credit card, subject to a 3% processing fee (which may be waived through explicit written agreement). Non-payment releases TimasDev from obligations related to service delivery, with refund conditions as described above.

Payment Terms

Services or project deliverables will be provided only upon receipt of full or scheduled payments, as outlined in your agreement. If any scheduled payment isn't received, TimasDev reserves the right to suspend work and withhold delivery until your account is current. In such cases, refund terms will follow those outlined in Section 4 above.

Payment Platforms & Liability

Payments are processed exclusively through trusted third-party providers (Stripe, Zelle). TimasDev never directly collects or stores your financial details, credit card numbers, or banking information. Should any fraud, scam, or unauthorized transaction occur related to your payment method, TimasDev will not be held liable, as we have no direct access to or responsibility for your financial data. Any disputes must be resolved directly with the payment platforms.

Revisions & Updates

Packages include a limited number of revisions as clearly outlined. Additional revisions beyond the agreed scope will incur extra charges. For legitimate dissatisfaction, we may provide an additional complimentary revision.

Scope & Limitations

TimasDev does not sell leads, guarantee client generation, or operate as a lead-generating agency. Our role is strictly to build and optimize your online presence, making it easier for potential customers to discover your business. However, attracting, converting, and retaining clients remains your responsibility. Please note that establishing organic online visibility typically takes time—up to approximately 4 weeks. We appreciate your patience during this initial growth period.

Liability & Disclaimer

TimasDev's liability under these Terms is strictly limited to the total amount you've paid for our services. We offer no explicit guarantees regarding specific search engine rankings, lead generation, website traffic, or other marketing outcomes. All services provided by TimasDev are delivered on an "as is" basis, without additional warranties, either express or implied.

Furthermore, TimasDev will not be liable under any circumstances for indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits, business interruption, loss of data, or other intangible losses arising from your use or inability to use our services.

By engaging our services, you acknowledge and agree that your sole remedy for any dissatisfaction or claim will be limited to the refund policies and the total amount you have paid TimasDev for the service in question.

Post-Completion Liability & Additional Services

TimasDev's responsibility for any website or digital asset we deliver extends for 30 calendar days from the date the project is formally marked complete ("Warranty Period"). During this time, we will correct at no additional cost any defects that are directly attributable to our work.

After the Warranty Period expires, TimasDev disclaims all further liability—technical, legal, or otherwise—related to the delivered project. Any updates, revisions,

maintenance, or support requests made after this period will be treated as a new service engagement and will be quoted, scheduled, and billed under our then-current rates and terms.

Intellectual Property

- You own all content you provide
- Upon full payment, you receive ownership of the final deliverables (e.g., website files)
- TimasDev retains the right to display work for portfolio or promotional use

Termination

Either party may terminate the agreement with written notice. Fees for work already completed remain non-refundable unless otherwise agreed.

Prohibited Uses

You may not use our services to promote illegal, fraudulent, hateful, or harmful content or activities.

Client Understanding & Acceptance

It is your responsibility to read and understand these Terms & Conditions fully. Non-awareness or misunderstanding of these terms does not exempt you from compliance.

Additional Legal Clauses

- Force Majeure – Neither party is liable for delays or failures caused by events beyond reasonable control (e.g., natural disasters, internet outages, war, or pandemics). Project timelines will adjust accordingly.
- Governing Law & Jurisdiction – These Terms are governed by the laws of the State of New York, and any legal action will be brought exclusively in its state or federal courts.
- Dispute Resolution – Before filing suit, both parties will attempt good-faith mediation; unresolved disputes will proceed to binding arbitration in New York.
- Severability – If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect.
- Assignment – Neither party may transfer or assign its rights or obligations under these Terms without the prior written consent of the other party.
- Independent Contractor – TimasDev performs services as an independent contractor; nothing in these Terms creates a partnership, joint venture, or employer-employee relationship.
- Third-Party Services & Licensing – Plugins, APIs, fonts, hosting, and other third-party tools are governed by their own terms; TimasDev is not liable for outages, licensing changes, or discontinuation of those services.
- Entire Agreement – These Terms, together with any written proposals or work orders, constitute the complete agreement between the parties and supersede all prior understandings, communications, or agreements unless amended in writing and signed by both parties.
- Hosting & Back-ups – If the client chooses or supplies third-party hosting, TimasDev is not responsible for server uptime, security breaches, or data loss. Back-ups are the client's responsibility unless covered by a separate maintenance plan.
- Security Disclaimer – TimasDev is not liable for hacks or exploits arising from client-installed plugins, outdated software, or third-party scripts not provided or maintained by TimasDev.

- Data Retention & Deletion – Project files are retained for 90 days after completion. After that, TimasDev may permanently delete archives unless a separate storage agreement is in place.

Updates to Terms & Conditions

- TimasDev may revise these Terms & Conditions from time to time. When a change is made, we will:

  Notify you via the primary email address on file and/or display a prominent notice within your client portal or on our website.
- Specify an effective date—typically 14 days after the notification is sent, unless a different date is stated.

By continuing to use our services after the effective date, you automatically accept the revised Terms. Your failure to read, receive, or otherwise review the notice—whether due to outdated contact details, spam filters, or other delivery issues—does not exempt you from compliance with the updated Terms & Conditions. It is your responsibility to keep your contact information current.

Contact Us

If you have any questions, email us at contact@timasdev.com. (Or use our Contact Us page.)